



RECORDATION NO. 6042-C Filed 1425

RECORDATION NO. 6041-F Filed 1425

JAN 6 1986 :3 25 PM

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INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

January 6, 1986

RECORDATION NO. 6042-D Filed 1425

JAN 6 1986 :3 25 PM
INTERSTATE COMMERCE COMMISSION

No. 1 JAN 6 1986
Date
Fee \$...10.00.....

Washington, D. C.

Secretary
Interstate Commerce Commission
12th & Constitution Avenue
Washington, DC 20423

6-006A114

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INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

As indicated, these documents are amendment agreements to an equipment lease and a conditional sale agreement to terminate said lease and to prepay conditional sale debt.

We request that the agreements be cross-indexed.

The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours,

Richard I. Klein
Assistant Treasurer

RIK/ch
Enclosures

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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 15, 1985, among NEW ENGLAND MERCHANTS LEASING CORPORATION B-10 (hereinafter called the "Lessor"), NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter called the "Lessee"), and THE FIDELITY BANK, as Agent (hereinafter called the "Assignee").

WHEREAS, the Lessor and the Lessee are parties to a Lease of Railroad Equipment dated as of October 15, 1968 (hereinafter called the "Lease") for the lease of the units of railroad equipment described in Schedule A thereto;

WHEREAS, the Lessor and LEASE FINANCING CORPORATION have entered into a Conditional Sale Agreement dated as of October 15, 1968 (hereinafter called the "Conditional Sale Agreement") with respect to the railroad equipment described in the Lease;

WHEREAS, Lease Financing Corporation has assigned its interest in the Conditional Sale Agreement to the Assignee under an Agreement and Assignment dated as of October 15, 1968 (hereinafter the "Assignment");

WHEREAS, the Lease, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to former Section 20c of the Interstate Commerce Act on December 27, 1968, at 12:15 p.m. and were assigned recordation numbers 6042, 6041, and 6041-A respectively;

WHEREAS, pursuant to a letter agreement dated December 5, 1985 (the "Letter Agreement"), Lessor and Lessee have agreed to the conveyance to the Lessee of the 49 units of railroad equipment leased to the Lessee under the Lease and to terminate the Lease on December 30, 1985, or January 3, 1986, as the Lessor may elect; and

WHEREAS, by letter dated December 9, 1985, to Lessor and Assignee, Lessee has declared that all of the equipment under the Lease has suffered a Casualty Occurrence or reached Economic Obsolescence, as provided in Section 6 of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. On or before the conveyance of the equipment pursuant to the Letter Agreement, Lessor agrees to pay all of its obligations under the Conditional Sale Agreement, including, without limitation, its obligations to pay the Replacement Value of the equipment, and any premium thereon, as required by Article 5 of the Conditional Sale Agreement, and not waived by the Assignee. The Conditional Sale Agreement and Assignment shall cease to be in force and effect as of the date of such payment. Lessor shall provide to Lessee such evidence as Lessee may reasonably request of Lessor's payments hereunder and any waiver of obligations by the Assignee.

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2. The Lessor agrees that, upon payment by the Lessee of the purchase price specified in the Letter Agreement, Lessor will convey to the Lessee title to the railroad equipment under the Lease by a bill of sale in the form attached hereto as Schedule I.

3. The Lease shall cease to be in force and effect as of the date of purchase hereunder. Thereupon, the Lessee and the Lessor shall be deemed to have released and discharged each other from any and all claims or obligations arising under the Lease accruing on or prior to such date, including without limitation, any claim for failure to maintain the equipment in good order and repair.

4. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 15 of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals,

duly attested, to be hereunto affixed as of the day and year
first above written.

(Corporate Seal)

NEW ENGLAND MERCHANTS LEASING
CORPORATION B-10

Attest:

L.R. Causey, Jr. VP
Authorized Officer

By: David A. Meehan, VP
Authorized Officer

(Corporate Seal)

NATIONAL RAILROAD PASSENGER
CORPORATION

Attest:

Arthur S. Clark
Authorized Officer

By: Donald P. Brazier
Authorized Officer

(Corporate Seal)

THE FIDELITY BANK, as Agent

Attest:

Paul
Authorized Officer

By: W. H. [Signature]
Authorized Officer

ATTACHMENT

<u>Document</u>	<u>Type of Equipment</u>	<u>Recordation Number of Documents</u>	<u>Name and Address of Parties</u>
Amendment Agree- ment dated as of 12/15/85	49 self-propelled Multiple unit electric Metro- liner cars	6041, 6041-A, and 6042	Assignee: The Fidelity Bank Broad & Walnut Streets Philadelphia, PA 19109 Railroad/Lessee: National Railroad Passenger Corporation 400 N. Capitol St., NW Washington, D.C. 20001 Lessor: New England Merchants Leasing Corporation B-10 50 Milk e Street P.O. Box 2332 Boston, MA 02107

[Handwritten signature]
Dum

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 26th day of DECEMBER, 1985, before me personally appeared DAVID A MEEHAN to me personally known, who being by me duly sworn says that he is an authorized officer of the New England Merchants Leasing Corporation B-10, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janis E Sheppard
NOTARY PUBLIC

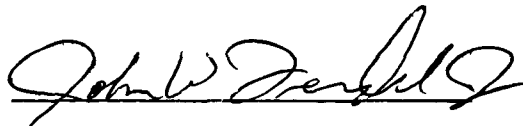
(Notarial Seal)

My Commission Expires June 22, 1990

My commission expires:

DISTRICT OF COLUMBIA,) ss.:

On this 19th day of Dec., 1985, before me personally appeared Don R. Brauer, to me personally known, who, being by me duly sworn, said that he is Executive Vice President - Finance and Administration of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

A handwritten signature in cursive script, appearing to read "John W. Zerby", written over a horizontal line.

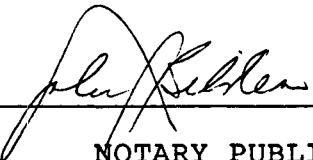
NOTARY PUBLIC

(Notarial Seal)

My commission expires: 1-1-90

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss

On the 30th day of December, 1981, before me personally appeared R. Rognuska, to me personally known, who, being by me duly sworn, said that he is Vice President of The Fidelity Bank, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


NOTARY PUBLIC
JOHN J. GILDEA
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 23, 1986

(Notarial Seal)

My commission expires:

JOHN J. GILDEA
Notary Public, Phila., Phila. Co.
My Commission Expires Aug. 23, 1986